



matter, Evans & Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis, Tennessee 38120) the sum of \$5,000.00, which represents a reasonable attorney's fee, and the sum of \$350.00, which represents its reasonable expenses;

It further appearing that the two (2) remaining parties herein agree that the remaining interpleader Funds should be divided between the two (2) claimants. Accounting for the total remaining interpleader funds in the amount of \$75,445.20, it is agreed by the parties that defendant, Young Sun Dufer should receive payment in the total amount of TWENTY THOUSAND TWO AND 49/100ths (\$20,002.49) DOLLARS and defendant, Ray-Anne Dufer should receive payment in the amount of FIFTY-FIVE THOUSAND FOUR HUNDRED FORTY-TWO AND 71/100ths (\$55,442.71) DOLLARS.

The parties also agree, and the Court finds it appropriate, that in light of the non-delegable duties imposed upon The Plan and Plan Administrator by tax and legal requirements, the Clerk of the Court should be required to provide directly to counsel of record for The Plan and Plan Administrator photocopies of each and every check issued in disbursement of the interpleader funds so that there can be compliance with all tax and legal requirements.

Having sustained this interpleader complaint by disbursement all of the Funds, the parties agree that this action for interpleader should be terminated.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY  
CONSENT:**

1. Corrections Corporation of America 401 (k) Savings and Retirement Plan ("The Plan"), having deposited into the registry of the Clerk of the Court the total amount of EIGHTY THOUSAND SEVEN HUNDRED

NINETY-FIVE AND 20/100ths (\$80,795.20) DOLLARS, representing the total amount of the proceeds payable to the beneficiaries of David A. Dufer, who are all joined as parties defendant herein, and making no claim except for reimbursement of reasonable attorney's fees and expenses attendant to filing its interpleader action, be and it hereby is discharged of any and all liability in any way related to said proceeds, including any and all claims made relative thereto, and The Plan, by and through its fiduciary, Plan Administrator, be and it hereby is dismissed as a party to this lawsuit.

2. From the interpleader funds deposited into the registry of the Clerk of the Court, the Clerk of the Court is hereby is instructed to disburse to The Plan, by payment to its legal counsel of record in this matter, a check for FIVE THOUSAND THREE HUNDRED FIFTY AND 00/100ths (\$5,350.00) DOLLARS made payable to "Evans & Petree PC" and sent via first class mail to Evans & Petree PC c/o Prince C. Chambliss, Jr., 1000 Ridgeway Loop, Suite 200, Memphis, Tennessee 38120, of which \$5,000.00 represents reasonable attorney's fee and \$350.00 represents reasonable expenses;
3. From the interpleader Funds remaining on deposit in the registry of the Clerk of the Court after payment of reasonable attorney's fees and expenses, the Clerk of the Court is instructed to disburse to defendant, Young Sun Dufer, made payable to "Young Sun Dufer" and sent via first class mail to Smith & Turley, 243 VFW Memorial Drive, St. Robert, MO

65584, payment in the total amount of TWENTY THOUSAND TWO AND 49/100ths (\$20,002.49) DOLLARS and to defendant, Ray-Anne Dufer, made payable to "Ray-Anne Dufer" and sent via first class mail to Cheatham, Palermo & Garrett, c/o James D. Helton II, 109 Jennings St., Franklin, TN 37064, payment in the total amount of FIFTY-FIVE THOUSAND FOUR HUNDRED FORTY-TWO AND 71/100ths (\$55,442.71) DOLLARS. Defendants are discharged from each other and their heirs of any and all liability in any way related to said proceeds, including any and all claims made relative thereto.

4. Without regard to discharge and dismissal of The Plan and Plan Administrator, the Clerk of the Court be and he hereby is instructed to provide directly to Prince C. Chambliss, Jr. of Evans & Petree P C, counsel of record for The Plan and Plan Administrator, copies of all checks to be issued in disbursement of the interpleader fund so that there can be compliance with all tax and legal reporting requirements.
5. Upon disbursement of all of the interpleader funds, this action for interpleader is hereby sustained and terminated.

Entered this 25<sup>th</sup> day of February, 2009.

  
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U.S. DISTRICT JUDGE JOHN T. NIXON

WE CONSENT:

/s/ Susan R. Limor  
/s/ Tyce Smith  
/s/ Conway Hawn

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401 (k) Savings and Retirement Plan, by CCA  
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